

14-00206
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FILE
(as notarized)

CONTRACT

This **CONTRACT** ("Contract") is entered into this _____ day of _____ 2014, by and between the

DEPARTMENT OF TOURISM ("the Client"), a national government agency, having its principal place of business at 351 Sen. Gil Puyat Avenue, Makati City, herein represented by its Secretary, HON. RAMON R. JIMENEZ, JR.,

and

RAPPLER INC. ("the Consulting Firm"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, having its principal address located at Unit 2501, Antel Global, #3 Julia Vargas Ave, Pasig City, herein represented by its Sales and Marketing Head, MS. CARLA YAP-SY SU.

(The Client and the Consulting Firm shall hereinafter be collectively known as the Parties, and individually as the Party.)

WHEREAS, the Client needs to gather social media intelligence on its key markets as well as create a digital tourism content on the various parts of the Philippines as a travel destination;

WHEREAS, due to increasing amount of use by travelers of the internet and various social media platforms to gain travel and tourist information, the Client intends to increase its activity on the digital sphere by creating more online content about the Philippines as a premier travel destination and tracking global perceptions, associations and impression;

WHEREAS, the Consulting Firm represents to the Client that it has the qualification, knowledge, capability, competence, and expertise in providing the Services, through the use of its licensed social media intelligence methodology and platform which include the "User-based Response Cluster Generation System."

WHEREAS, the Client wishes to have the Consulting Firm perform the Services hereinafter referred to;

and

WHEREAS, the Consulting Firm, being the proprietary owner of the social media intelligence methodology and platform described herein, shall perform the Services by virtue of the Client's Bids and Awards Committee Resolution No. 2014 – 235 dated 18 July 2014;

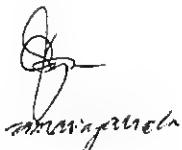
NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. Services (i) The Consulting Firm shall perform the services specified in Annex A, "Terms of Reference," which is made an integral part of this Contract ("the Services").

In case of any inconsistency between provisions of the Service Contract and Annex A, the provisions of the Service Contract shall prevail.

2. Term The Consulting Firm shall perform the Services for not more than three and a half (3 1/2) months, from September 15, 2014 to December 31, 2014.

✓


Hon. Ramon R. Jimenez, Jr.

14 - 00206

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consulting Firm an amount not to exceed **Nine Million Five Hundred Seventy Five Thousand Pesos (PhP9,575,000.00) inclusive of all applicable taxes.**

B. Schedule of Payments

The Service Provider shall be given consideration in the amount of PhP9,575,000.00 inclusive of all applicable taxes. In general, payment shall be made based on the following schedule subject to the milestones provided herein:

- First (1st) tranche : PhP3,192,000 (inclusive of all applicable taxes) by October 15, 2014, upon submission of the following milestones:
 - Submission of 1st Intelligence Report
 - Launch of microsite and crowdsourcing platform for 1st city
- Second (2nd) tranche : PhP3,192,000 (inclusive of all applicable taxes) by November 15, 2014 upon submission of the following milestones:
 - Submission of 2nd Intelligence Report
 - Launch of microsite and crowdsourcing platform for 2nd city
- Third (3rd) tranche : PhP3,191,000 (inclusive of all applicable taxes) by December 31, 2014 with the following milestones:
 - Submission of 3rd and 4th Intelligence Report
 - Launch of microsite and crowdsourcing platform for 3rd city

Total Amount: PhP 9,575,000 (inclusive of all applicable taxes)

C. Payment Conditions

Subject to the afore-mentioned milestones for each tranche and usual government accounting and auditing rules and regulations, payment shall be made in Philippine Peso, no later than 30 days following submission by the Consulting Firm of invoices to the Client.

4. Performance Standard

The Consulting Firm undertakes to perform the Services with the highest standards of professional and ethical competence and integrity, subject to compliance with all applicable laws.

5. Confidentiality

The Consulting Firm, including its employees, agents or representatives shall not, during the term of this Contract and after its expiration, use or reproduce or disclose, directly or indirectly for the benefit of any person, any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

6. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consulting Firm for the Client under the Contract shall belong to and remain the property of the Client. The Consulting Firm may retain a copy of such documents and software provided there is prior written consent of the Client.

7. Representations and Warranties

The Consulting Firm represents and warrants, during the term of this Contract, that:

- i. It is duly organized and duly existing as a corporation as represented herein under the laws and regulations of the Republic of the Philippines;
- ii. It has the full right, power and authority to enter into this Contract, to grant the rights and licenses hereunder and to perform its obligations hereunder;
- iii. The execution of this Contract by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Consulting Firm;
- iv. When executed and delivered by the Consulting Firm, this Contract will constitute the legal, valid and binding obligation of the Consulting Firm, enforceable against the Consulting Firm in accordance with the terms and conditions of this Contract.


Amrinder Jiwani


Amrinder Jiwani

14-00206

8. Insurance The Consulting Firm shall be responsible for taking out any appropriate insurance coverage, without any additional cost to the Client.

9. Assignment The Consulting Firm shall not assign any of its rights or delegate any of its obligations under this Contract without the Client's prior written consent. Any purported assignment or delegation in violation of this provision shall be null and void.

10. Law Governing Contract and Language The Contract shall be governed by and construed in accordance with the laws of Philippines, and the language of the Contract shall be English.

11. Dispute Resolution Any dispute arising out of this Contract, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

12. Termination Each Party may terminate this Contract, for any cause or reason, with at least thirty (30) working days prior written notice to the other Party.

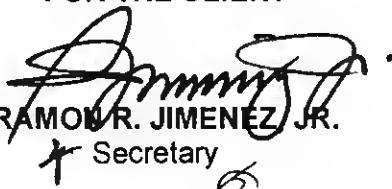
Notwithstanding the foregoing, the termination may be made by the Client, effective immediately, if the same is due to the Consulting Firm's:

- i. Becoming insolvent;
- ii. Entering into liquidation (whether compulsory or voluntary);
- iii. Having receiver appointed over all or substantial part of all of its assets;
- iv. Ceasing or threatening to cease to carry on business;
- v. Mishandling of its accounts; and
- vi. Material breach of this Contract.

13. Amendment and Waiver This Contract may not be amended except upon the written consent of both Parties. Each Party may waive compliance by the other Party of any term or provision of this Contract, provided, however, that such waiver shall not operate as a waiver of or *estoppel* on the right to invoke compliance therewith. Provided that, any modification, termination, or attempted waiver of this Contract or any provision hereof shall be valid unless in writing signed by the Party against whom the same is sought to be enforced. Any failure and/or delay in the exercise of any right, remedy or power herein provided for shall not operate as a waiver thereof.

IN WITNESS WHEREOF, both Parties have hereunto set their hands this ___th day of _____ 2014 at _____, Philippines.

FOR THE CLIENT

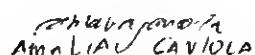

RAMON R. JIMENEZ JR.
Secretary

FOR THE CONSULTING FIRM


CARLA YAP-SY SU
Sales and Marketing Director

WITNESS:

Signature over Printed Name


Amilia Cavilca

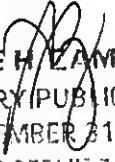
Signature over Printed Name

14-00206

Republic of the Philippines)
CITY OF MAKATI) S.S.

ACKNOWLEDGEMENT

BEFORE ME, Notary Public for CITY OF MAKATI, personally appeared this 12th day of September 2014, RAMON R. JIMENEZ, JR. with Passport No. DE0003306 issued on May 31, 2013 issued at Manila, Philippines and CARLA YAP-SY SU with Passport No. EB2228113 issued on April 12, 2011 issued at Manila, Philippines, known to me to be the same persons who executed the foregoing instruments and they acknowledge to me the same is their free and voluntary act and deed as well as the free and voluntary act and deed of the entities represented.


AUDELLE H. ZAMORA

NOTARY PUBLIC

UNTIL DECEMBER 31, 2015

4/F LEGAL AFFAIRS SEPARTMENT MAKATI

ROLL NO. 44115

PTR NO. 4225697 / 12.14. MAKATI

IBP LIFETIME MEMBER NO. 04646

Doc. No.



Page No.



Book No.



Series No.



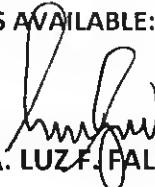

Amanggulan



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14-09-3171

FUNDS AVAILABLE:


MA. LUZ F. FALCUNAYA

Department Chief Accountant



RAPPLER

14-00206

INSERTION
ORDER
AGREE-
MENT

UNIT 2501 Antel Global
Corporate Center
#3 Julia Vargas Ave-
nue,
Ortigas Center,
Pasig City 1605
PHILIPPINES

Annex A – Terms of Reference

ADVERTISER: DEPARTMENT OF TOURISM

ADVERTISER CONTACT INFORMATION

Contact:

Address:

Phone #:

Email:

BILLING DETAILS

Registered name:

TIN #:

Contact:

Address:

Phone #:

Email:

CAMPAIGN NAME: TOURISM INTELLIGENCE PLATFORM

Campaign length: 3 1/2 months

Start date: September 15, 2014

End date: December 31, 2014

Terms of payment:

- First (1st) tranche : PhP3,192,000 (inclusive of all applicable taxes) by October 15, 2014, upon submission of the following milestones:
 - Submission of 1st Intelligence Report
 - Launch of microsite and crowdsourcing platform for 1st city
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 - Launch of microsite and crowdsourcing platform for 3rd city

Total Amount: PhP 9,575,000 (Inclusive of all applicable taxes)

B

John M. Manalo

14-00206

- Intelligence
 - 4 Intelligence Scans using Rappler's proprietary intelligence platform that allows mapping of influence and engagement
- Crowdsourcing
 - Crowdsourcing and mapping entries of tourism experiences for 3 key cities
- Content
 - Development of Microsite for 3 key cities (Manila, Cebu, Davao, subject to further agreements with the DOT)
 - Development, creation and production of content that will serve as samples and engage people to submit their own travel experiences:
 - Minimum of 6 articles (2 per city)
 - 3 travel show episodes (1 per city, 3-5 mins each)
 - 9 sponsored newscast episodes (3 newscast episodes to be held in each featured city)
 - 3 Talk Shows (1 Talk Thursday show to be held in each featured city)

Social Media

- All content will be pushed on Rappler's social media channels
- 2 social media conversations per city in order to call for submissions for crowdsourcing and sourcing of data for intelligence

The person signing below represents, warrants, and covenants that he/she is duly authorised to execute the above Insertion Order for and on behalf of the Advertiser or Agency set forth above. Please sign all pages.

Name:

Designation:

Date:

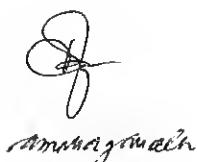
1. *Editorial Control

Content created with our partners are labeled "From Our Sponsor" at the top of every page. Content is produced solely by Rappler. Sponsors are consulted for fact checking. Choices of themes, tones, and angles belong to Rappler's editorial team.

2. Revisions

Up to two (2) revisions are allowed for every material produced by Rappler. Revisions in excess are subject to additional cost.

3. Terms and Conditions



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The rights and obligations of Rappler, Inc. and the Department of Tourism shall be governed by terms and conditions of the Contract to which this Annex A is attached to. However, with respect to the advertising services to be rendered by Rappler, Inc. in favor of the Department of Tourism, the same shall be subject to the advertising terms and conditions herein set forth.

1. **About our Advertising Terms & Conditions**
 - 1.1. Rappler, Inc ("us, our, we"). Our Advertising Terms and Conditions set our standard terms and conditions for advertising products and services we supply to advertisers and partners on Rappler, Inc's website and on-ground events and social media networks ("Distribution Networks").
 - 1.2. Every advertiser and advertising agency ("you, your") who submits a signed order in the required form ("Insertion Order") for advertising on a website represented by us, agrees to these terms and conditions. Your Insertion Order and these Terms and Conditions form the basis of a contract between you and us for the provision of the advertising ordered by you.
2. **Publication of Advertisements**
 - 2.1 We will, subject to availability, technical limitations, and these Terms and Conditions, use our reasonable endeavours to publish your advertisement in the format submitted by you in accordance with agreed instructions documented in a Media Plan. The positioning and placement of your advertisement will be based on the approved Media Plan.
 - 2.2. We may, at our absolute discretion, refuse to publish any advertisement, information, or space reservation. If we do refuse to publish your advertisement, no fee will be charged to you.
 - 2.3. We may label any advertisement as "Advertisement" whenever required to do so by law or whenever we consider it appropriate, for any reason, to distinguish it from other types of content.
3. **Rates and Payment**
 - 3.1. The rate of your advertisement will be agreed by us and specified in your Insertion Order.
 - 3.2. You must pay us for the advertising services in accordance with the terms of your Insertion Order. If no due date for payment is specified in your Insertion Order, you must pay us within 30 days of the date of the invoice. We will invoice you monthly in advance.
 - 3.3. All rates and charges quoted are inclusive of VAT and all other taxes. We will issue you with a valid invoice.
4. **Submitting Advertisements**
 - 4.1. Standard creative must be received at least 14 working days prior to the campaign starting date and rich media creative must be received at least 21 working days prior to the campaign starting date.
 - 4.2. If creative is received by us after the relevant date and causes your campaign to be delayed, the publication of the advertisement will be considered to have commenced on the commencement date specified in the Insertion Order.
 - 4.3. It is your responsibility to arrange and manage re-directs with third party ad-servers and provide such third party with the creative and lead time requirements. We will not compensate you where campaigns are affected or delayed in any way by third party ad-server redirect problems. We may, in our absolute discretion, remove any redirects from our network which are delayed in serving advertisements.
 - 4.4. All click-through URL's must enable the browser's 'back' feature to allow users to return to our website.
 - 4.5. If you submit advertising material to us electronically, the material must comply with our technical specifications. We can reject the advertising material if it is not submitted in accordance with such specifications.
5. **Other Advertising Conditions**
 - 5.1. You must promptly notify us of any errors in any advertisement we publish for you.
 - 5.2. We do not accept any responsibility for errors in advertising material that has been submitted electronically by you.
 - 5.3. Cancellation of any advertisement or campaign must be received in writing from you before the commencement date in your Insertion Order in order to receive a 100% refund, if any payments have been made in advance.


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Any cancellations after this date will not be entitled to a refund of the unused portion of the campaign.

- 5.4. The Insertion Order is valid for 72 hours from the time we provide it to you. If the Insertion Order is not signed and returned to us within this time, the order may not be fulfilled.
- 5.5. A 15 day extension will be allotted for any unconsumed values pending after the agreed duration of the campaign.
- 5.6. All unconsumed values beyond the extension date will be considered void.

6. Failure to Pay

- 6.1. If you fail to pay for the advertising services in accordance with your Insertion Order and these Terms and Conditions, or if you commit an act of bankruptcy, become insolvent, have a receiver or administrator or liquidator or manager appointed over any of your assets or if you resolve to wind up your company, then we may at our absolute discretion:
 - 6.1.1. cancel any current advertising campaign and terminate any agreement for advertising that is yet to be published;
 - 6.1.2. require cash payment in advance for future advertising;
 - 6.1.3. charge interest at a rate of 2% per calendar month on overdue amounts;
 - 6.1.4. take proceedings against you to recover any overdue amount;
 - 6.1.5. recover from you all costs relating to any action taken against you by us to recover overdue amounts, such costs will include, without limitation, mercantile agency costs and legal costs on a full indemnity basis; and
 - 6.1.6. exercise any other rights we have at law.

7. Your Warranties

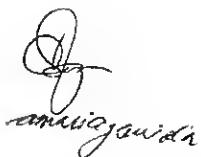
- 7.1. By submitting advertising material to us or authorizing or approving the publication of advertising material by us on your behalf, you warrant that the advertising material complies with all relevant laws and regulations and that its publication will not give rise to any claims or liabilities against us, our directors, employees or agents.
- 7.2. Without limiting the above, you warrant that the advertising material submitted, authorized or approved by you does not breach or infringe any local legislation.

8. Indemnity

- 8.1. By submitting, authorizing or approving advertising material for publication by us, you indemnify us and our directors, employees and agents against all claims, demands, proceedings and other liability arising wholly or partially, directly or indirectly, from the publication of the advertising material.
- 8.2. Without limiting the generality of the above, you indemnify us and our directors, employees and agents against any costs, expenses, losses, damages, liability and claims suffered or incurred and arising from your breach of these Terms and Conditions and any negligent or unlawful act or omission by you in connection with the advertising.

9. Liability

- 9.1. We make no representation or warranty in relation to the number of visitors to our websites or the number of impressions at any site except for any made expressly in writing by us.
- 9.2. Except for any warranty or representation made expressly in writing by us, you acknowledge that you have not relied on any advice given or representation made by us or on our behalf in connection with the advertising.
- 9.3. We limit our liability for:
 - 1.1.1. breach of any non-excluded condition (to the extent that liability for such breach can be limited); and
 - 1.1.2. any other error or omission in publishing caused by Rappler; to re-supply of the advertising services affected by our breach or payment of the cost of re-supply.
- 9.4. Subject to the above sub-clauses, we exclude all other liability to you for any costs, expenses, losses and damages suffered or incurred by you in connection with these Terms and Conditions and any advertisement published by us, whether that liability arises in contract, tort (including by our negligence) or under statute. Without limitation, we will not, in any circumstance, be liable for any indirect or consequential losses, including loss of profits, loss of revenue and loss of business opportunity.



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10. Changes to Terms and Conditions

10.1. We may change these Terms and Conditions at any time, given prior approval of the DOT. Those changes will apply to the provision of advertising services after the date the change becomes effective. You and we will be bound by the Terms and Conditions that are current as at the date of your Insertion Order.

11. General

11.1. These Terms and Conditions, together with your Insertion Order represent the entire agreement between you and us in relation to the advertising services and cannot be varied except by agreement in writing signed by one of our authorised officers. No purchase order or document issued by you will vary these Terms and Conditions.

11.2. We will not be liable for any delay or failure to publish your advertisement that is caused by a factor outside of our reasonable control (including but not limited to any act of God, war, breakdown of plant, Industrial dispute, electricity failure, governmental or legal restraint).


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(as retained)

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That this contract, made and entered into this 15th day of August, 2014 in the city of Makati, Philippines, by and between:

The **DEPARTMENT OF TOURISM**, a government agency with principal office at the DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, herein represented by **SECRETARY RAMON R. JIMENEZ JR.**, of legal age, Filipino and herein referred to as **FIRST PARTY**;

AND

SHROFF INTERNATIONAL TRAVEL CARE, INC., a private entity duly existing and registered under the laws of the Philippines, with principal office at 2nd Floor RCBC Building, 1932 Taft Avenue, Malate, Manila, Philippines herein represented by its Marketing Director, **KRISTINE SHROFF**, and herein referred to as **SECOND PARTY**;

WITNESSETH:

WHEREAS, the **FIRST PARTY** will conduct a 2014 Accommodation Capacity Survey Orientation Briefing in Manila on August 17-20, 2014;

WHEREAS, the **FIRST PARTY** is in need of a competent tour operator to provide accommodation, daily breakfast and wi fi access per room;

WHEREAS, the **SECOND PARTY** is a DOT duly accredited tour operator and possesses the necessary personnel and expertise in the delivery of services required of tourists, both local and foreign, from Manila to any point in the Philippines;

WHEREAS; the **SECOND PARTY** has offered its services to undertake the aforementioned tour package requirements of the **FIRST PARTY**;

WHEREAS; the **SECOND PARTY** has been declared as the lowest calculated and responsive bid in a BAC Resolution No. _____ and has been issued a notice of award by the **FIRST PARTY**;

WHEREAS; the **FIRST PARTY** hereby accepts the said offer, subject to the terms and conditions hereinafter set forth and agreed upon by the parties.

Now, therefore, based on the foregoing premises, and in consideration of the following terms, conditions and covenants set forth, the parties hereto hereby agree as follows:

1. **SECOND PARTY**, shall provide the **FIRST PARTY**'s required services which include, accommodation, daily breakfast and wi fi access per room, **2014 ACCOMMODATION CAPACITY SURVEY ORIENTATION BRIEFING, AUGUST 17 - 20, 2014**.
2. By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY**, the amount of **ONE HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED NINETY-FIVE PESOS (PHP 165,495.00)** inclusive of all applicable government taxes with the breakdown of costs as shown in Annex A hereof which is made an integral part of this agreement.

Shroff

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3. The above mentioned amount shall be paid by the FIRST PARTY after presentation of the required Statement of Account and other necessary documents and subject to the usual government accounting and auditing rules and regulations;
4. It is further understood however, that payment to SECOND PARTY shall be made only after it has fully and satisfactorily rendered its undertaking under this contract.
5. In as much as time is of the essence under this Contract, should SECOND PARTY fail or refuse to complete the undertaking required of it liquidated damages for such default and not as penalty, an amount equivalent to one percent (1%) of the total contract price per day of delay or default.
6. SECOND PARTY, shall hold the FIRST PARTY free and harmless from, and hereby binds and obligates itself to indemnify the FIRST PARTY for, and all liabilities, losses, damages, injuries, including death, claims, demands, suits, proceeding, judgments,

Awards, fines, penalties and all expense, legal or otherwise, of whatever kind of nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, conduct, breach of trust, or non-observance or violation of this Contract or any of its stipulations and warranties by SECOND PARTY and/ or any of its employees, agents, representatives, or sub- contractors.

IN WITNESS WHEREOF, THE PARTIES have hereunto set their hands on the date and place first written.

DEPARTMENT OF TOURISM

By:



RAMON JIMENEZ, JR.

Secretary 

SHROFF INTERNATIONAL TRAVEL CARE, INC.

By:



KRISTINE SHROFF

Marketing Director

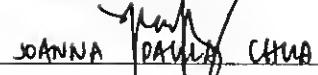
Sign in the presence of:



PEA# A391 Allot Class: MOE
Acct. Coder 50299030.00 019,470.00

CRISTINA M. MUNIZA
Department Budget Officer

CRB# 14-08-2920


JOANNA PAULINA CHUA

PEA# A391 Allot Class: MOE
Acct. Coder 50299030.00 0165,495.00

CRISTINA M. MUNIZA
Department Budget Officer

FUNDS AVAILABLE



MS. MARIA LUZ F. FALCUNAYA

CRB# 14-08-2920

OIC, Accounting Division

14 00205

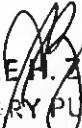
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF MAKATI) S.S

Before me, personally appeared SECRETARY RAMON JIMENEZ JR. with his passport no. DE0003306 Issued at DFA Manila on 05-31-13 and KRISTINE SHROFF with her passport no. _____ issued at _____ on _____ known to be the same persons who executed the foregoing contract and who acknowledged that the same as their own free will and voluntary act and deed.

This Contract consist of three (03) pages including this page in which this Acknowledgment is written and signed by the parties hereunto and their instrumental witnesses one each and every page.

WITNESS MY HAND AND SEAL this 23rd day of September 2014 in the City of Makati, Philippines.


AUDELLE H. ZAMORA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2015
4/F LEGAL AFFAIRS SEPVIL Bldg. MAKATI
ROLL NO. 44115
PTR NO. 4225697 / 12.14. MAKATI
IBP LIFETIME MEMBER NO. 04646

Doc. No. 56

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Book No. III

Series of 2014

